

**Memorandum of Understanding (MOU) Between Marathon County Health Department and
Lincoln County Health Department**

Purpose: The purpose of this MOU between Marathon County Health Department (MCHD) and the Lincoln County Health Department (LCHD) is to define the scope of lead hazard investigation and clearance activities, conducted pursuant to Wisconsin Statute § 254.166, that will be performed by MCHD on behalf of LCHD on a fee for service basis.

MCHD will provide the following activities:

Lead Hazard Investigations, collect and ship samples to Wisconsin State Occupational Health Lab, Madison, WI; provide a property sketch outlining areas affected by lead; and provide corrective actions.

Lead Hazard Order, to include either a draft lead order for Health Officer's signature or consultation to the Health Officer or designee to write the order. All orders written by another agency, whereby MCHD has been requested to provide lead hazard investigation and clearance activities, will be reviewed and updated as necessary by MCHD's Environmental Health Sanitarian. MCHD will be available to provide consultation to property owners and/or contractors to comply with lead hazard orders and shall inform LCHD's Health Officer or designee of consultation provided.

Lead Hazard Clearance, to provide an on-site visual inspection to verify that the work completed consistent with the applicable lead hazard order; collect and ship samples to Wisconsin State Occupational Health Lab; and provide a letter interpreting the results of the clearance sample to the LCHD Health Officer. Additionally, upon satisfactory clearance results provide the Property Investigation Closure Report (<http://www.dhs.wisconsin.gov/forms/F4/F44771D.pdf>) to the Health Officer.

MCHD will assure Environmental Health Sanitarians are certified in lead hazard and clearance investigations by the State of WI Department of Health Services, Bureau of Environmental and Occupational Health, Asbestos and Lead Section. A copy of proof of certification will be made available upon request. MCHD will retain a copy of records generated for given property.

LCHD will be responsible for the following activities;

Lead Hazard Investigation, provide on-site staff to accompany MCHD's Environmental Health Sanitarian. Provide MCHD with the Property Investigation Report which would be completed and returned for submission (<http://www.dhs.wisconsin.gov/forms/F4/F44771C.pdf>).

Lead Hazard Order, Health Officer or designee will sign and issue lead hazard order. MCHD will either prepare or consult with Health Officer or designee as to contents of the order. LCHD is responsible for carrying out any enforcement actions needed and ensuring the contractor has proper certification.

Lead Hazard Clearance, communicate the status of the clearance to the property owner. Submit necessary paperwork to the State of WI – Division of Health, Bureau of Environmental and Occupational Health. Provide on-site staff to accompany MCHD’s Environmental Health Sanitarian.

LCHD is responsible for providing all written and verbal communication to the property owner.

Terms of Reimbursement

LCHD agrees to reimburse MCHD as follows: LCHD shall reimburse MCHD for the hourly wage associated with the necessary time spent by MCHD employees for the activities included herein, including actual costs associated with necessary telephone and travel time; mileage at the current IRS rate, and actual material and shipping costs for samples. Furthermore, MCHD agrees to provide a breakdown of the anticipated costs, including the hourly wages, mileage, and materials expenses anticipated to be approved by the health department receiving services in advance of any work or services or materials being provided.

MCHD will issue an invoice or invoices within 60 days of completion of services. Agency agrees to reimburse within 30 days of receipt of any reasonable invoice addressed to Kate Florek, Director of Environmental Health & Safety, 1000 Lakeview Drive, Suite 100, Wausau, WI 54403-6786.

Termination: This MOU may be terminated at any time by either party by providing written notification to the other party at least 30 days prior to the anticipated termination date. This agreement will be automatically renewed on annual basis.

This agreement is effective as of August 1, 2023.

Indemnity/Disputes

LCHD agrees that it shall hold harmless, save and indemnify MCHD for and from any and all claims, liability, damages, demands, third-party claims, counterclaims, cross-claims and/or judgments sought by MCHD and/or any other person, party, entity and/or business arising out of and/or relating to any services provided by MCHD and its employees, agents, contractors, and/or subcontractors pursuant to this MOU.

Any and all disputes arising out of and/or relating to this MOU and/or the services thereunder shall be resolved per Wisconsin law.


Neither Party waives, and each Party specifically reserves, its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

Independent Contractors

The Parties hereto agree that each Party, its officers, agents and employees, in the performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the other Party. Neither Party shall be entitled to any of the rights, benefits, salaries, wages or

fringe benefits which employees of the other Party are eligible to receive. No federal, state, or local taxes or social security deductions or contributions shall be made by LCHD on behalf of MCHD. Outside the scope of work under this Agreement, neither Party will represent itself as the agent or legal representative of the other or as partner or joint venturers for any purpose whatsoever, and neither shall have any right to create or assume any obligation of any kind, express or implied, for or on behalf of the other in any way whatsoever.

BY SIGNING BELOW THE SIGNORS AFFIRM AND ACKNOWLEDGE THAT: they have read and understand Agreement and its Attachments, if any; they have authority to enter into Agreement on behalf of the Entity, Corporation, or County they are signing for; they are knowingly, freely, and voluntarily entering into Agreement; and that they accept and agree to be bound by the terms and conditions of Agreement and its Attachments, if any, as outlined in Agreement.

	<u>8/4/23</u>	_____	_____
Laura Scudiere, Health Officer Marathon County Health Department	Date	Shelley Hersil, Health Officer Lincoln County Health Department	Date

Signature:

Email: